

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

**KENOSHA COUNTY COURTHOUSE AND SOCIAL SERVICES
CLERICAL EMPLOYEES LOCAL 990,
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO,**

and

COUNTY OF KENOSHA, WISCONSIN

Case 202
No. 60881
MA-11750

Appearances:

Mr. John Maglio, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, P.O. Box 624, Racine, Wisconsin 54301-0624, appearing on behalf of Kenosha County Courthouse and Social Services Clerical Employees Local 990, American Federation of State, County and Municipal Employees, AFL-CIO, which is referred to below as the Union.

Mr. Frank Volpintesta, Corporation Counsel, Kenosha County Courthouse, 912 – 56th Street, Kenosha, Wisconsin 53140-3747, appearing on behalf of County of Kenosha, Wisconsin, which is referred to below as the County.

ARBITRATION AWARD

The County and the Union are parties to a collective bargaining agreement which was in effect at all times relevant to this proceeding and which provides for the final and binding arbitration of certain disputes. The parties jointly requested that the Wisconsin Employment Relations Commission appoint Richard B. McLaughlin, a member of its staff, to serve as Arbitrator to resolve Grievance 01-990C-007. Hearing on the matter was set for May 7, September 16 and September 23, 2002, in Kenosha, Wisconsin. After meeting on May 7 and September 16, 2002, the parties executed a tentative agreement on an informal resolution of the grievance, and requested that I issue a Consent Award codifying the terms of the tentative agreement. Accordingly, I issue the following

CONSENT AWARD

LETTER OF UNDERSTANDING
BETWEEN KENOSHA COUNTY
AND
LOCAL 990 CLERICAL

The following constitutes the full and complete settlement of the Legal Secretary Position Grievance; Grievance #01-990C-007.

1. In addition to all contract agreements and settlements reached between the parties, when a position is posted, if the duties or assignments of the position vary from the duties performed by the person vacating such position, such changes in duties shall be so noted on the posting.
2. This agreement shall be prospective from September 16, 2002 but shall not prejudice either party to any rights they may possess nor shall this agreement in any matter be cited as evidence in the Kim Emery case.

Dated at Madison, Wisconsin, this 23rd day of September, 2002.

Richard B. McLaughlin /s/

Richard B. McLaughlin, Arbitrator

